



## Go-4 Nuge Production Rentals LLC - Motor Home Rental Agreement

### Vehicle Rented ("Vehicle")

Ex. Large "The Papa" 41'- 2005 FLEETWOOD REVOLUTION \_\_\_\_\_ Initials \_\_\_\_\_

Rental Term: From \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Large "The Big Mama" 2002 39'- Monaco Diplomat \_\_\_\_\_ Initials \_\_\_\_\_

Rental Term: From \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Production The EZ Moho 1999 38' Fleetwood Pace Arrow \_\_\_\_\_ Initials \_\_\_\_\_

Rental Term: From \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Small "The Baby" 2001 31'- Winnebago Itasca Sundancer \_\_\_\_\_ Initials \_\_\_\_\_

Rental Term: From \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Job Name: \_\_\_\_\_ Job Number: \_\_\_\_\_ P.O. #: \_\_\_\_\_

### Production Company Name and Address ("Lessee"):

\*MUST MATCH COMPANY NAME ON COI\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee's Authorized Signature: \_\_\_\_\_

Lessee's Printed Name: \_\_\_\_\_

Cell Phone#: \_\_\_\_\_

Job Title: \_\_\_\_\_

Producer's Name/Phone (if different from above) : \_\_\_\_\_

Production Manager's Name and Cell Phone #: \_\_\_\_\_

Client : \_\_\_\_\_

This Motor Home Rental Agreement ("Agreement") is made as of the date shown above, between **Go-4 Nuge Production Rentals LLC**, a Limited Liability Company ("Owner"), and the Renter named above.

### Owner and Renter agree as follows:

**Rental.** Renter rents the Vehicle described above from Owner for the Rental Term described above. "Vehicle" as used in this Agreement. Internet service is provided at an additional fee, but service is not guaranteed due to location, line of sight, or malfunction.

**Payment.** For the Vehicle's rental, Renter shall pay Owner on demand the rental rate ("Rental Rate") and mileage charges stated in this Agreement, plus all charges for any optional services and products selected by Renter and applicable taxes. If Owner receives the Vehicle after the Rental Term ends, or if the Vehicle cannot be rented to others due to damage or loss to the Vehicle, then Renter shall pay the daily Rental Rate until the Vehicle can again be rented to others. Renter shall immediately notify Owner of and pay all fines, penalties and costs imposed for all moving, parking, ferry fees, toll road and other violations with respect Renter's use of the Vehicle. Renter shall pay Owner an administrative charge of \$20 for each such amount billed to Owner. All amounts payable under this Agreement are due upon demand and as to any amount not paid within 30 days after demand Renter shall pay a monthly late charge of 1.5% of the unpaid amount from the date of the invoice until payment occurs.

**Driver.** Renter is solely responsible for hiring and paying the Driver. The Owner is the only qualified and permitted driver for the Vehicle and is considered a hired driver by the Renter. Other Drivers are allowed to drive the Vehicle only on the advance written approval of the Owner. The other drivers are also considered hired drivers and are Hired solely by the Renter whether they are paid directly or not.

**Cancellation.** If Renter cancels this Agreement before or during the Rental Term, Renter shall pay the full daily rate and other charges for the entire Rental Term. Owner may waive this fee if the Vehicle is re-rented during the cancelled dates.

**Prohibited Uses.** The following Vehicle uses are prohibited: (a) using it in an illegal, reckless, or negligent manner; (b) driving it under the influence of alcohol, drugs (even with a prescription), controlled substances or any illegal substances; (c) towing or pushing anything; (d) driving it on an unpaved or unsafe surface; (e) transporting people in excess of the number of manufacturer-installed seat belts; (f) driving it by anyone other than a properly licensed and Owner approved driver; (g) transporting persons for hire; (h) transporting explosives, chemicals, corrosives and other hazardous or polluting materials. If Renter breaches this Agreement, Renter's right to use the Vehicle automatically terminates and Owner may (without waiving any rights and remedies) seize the Vehicle without notice or legal process or liability to Renter and Renter shall pay for returning the Vehicle to Owner's premises as well as all remaining fees and charges under this Agreement. No modifications are allowed to the rented vehicle without first obtaining the Owner's prior Written Permission.

**Renter's Indemnity.** Subject to applicable law, Renter shall indemnify, defend, protect and hold harmless Owner and its owners, managers, officers, affiliates, employees and agents from and against: (a) all actual or alleged losses, liabilities, damages, injuries, deaths, claims, demands, costs, attorney's fees, and other expenses incurred by Owner from this rental transaction; (b) all use of the Vehicle; and (c) any loss of the Vehicle's use. Renter may present an insurance claim for



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**Insurance.** Renter shall provide full comprehensive and collision insurance coverage and the following insurance for the Vehicle and provide Owner with certificates of insurance naming the Owner as an additional insured and evidencing the following minimum coverage, which certificates shall contain a statement that Renter's insurance is primary insurance for claims arising under this Agreement (Renter's failure to provide the certificates does not relieve Renter of its insurance obligations): (a) automobile liability of \$1,000,000/\$1,000,000 bodily injury liability; and (b) comprehensive general liability of \$1,000,000 property damage liability/\$1,000,000 combined single limit of bodily injury and property damage liability. Renter shall supply proof of such insurance to Owner no later than the first day of the rental term. Renter shall timely pay all required deductible payments. If the cost to repair Vehicle damage is less than the deductible amount, then Renter shall pay that cost directly to Owner. Subject to applicable law, Owner does not extend any of its motor vehicle financial responsibility or provide insurance coverage to Renter or anyone else, or to any liability imposed or assumed by anyone under any worker's compensation act, plan or contract. To the extent Owner is legally required to extend such financial responsibility to Renter or anyone else, then Owner's obligation is limited to the legally minimum financial responsibility amounts with the maximum deductible.

**Vehicle Damage.** Renter is responsible for all damage to the vehicle whether the owner is driving or whether a hired driver is driving. Renter is responsible for all damage, including but not limited to, the following types of damage: graffiti, hit and run, any scrapes on the side, hitting low hanging roofs, awnings branches, wires or anything, accidents both liability and comprehension. When hired drivers pick up keys it is their responsibility to fully inspect the vehicle before departure and to mark down any prior damage to the vehicle. If the hired driver neglects to fill out the inspection form you will be liable for any damage on the vehicle. By taking the keys to the vehicle and departing the Owners property the hired driver has agreed that they have inspected the vehicle fully, whether they have filled out an inspection form or not.

**Third Party Proceeds.** If an insurer or other party authorizes payment of any amount owed by Renter to Owner, then Renter assigns to Owner Renter's right to receive that payment. Renter remains responsible for all amounts due Owner that are not paid by anyone else. Renter grants to and appoints Owner with a Limited Power of Attorney to: (a) present insurance claims to Renter's insurance carrier if the Vehicle is damaged, lost or stolen, Renter is liable and Renter fails to pay for any damages, or if any liability claims are asserted against Owner relating to this rental transaction and Renter fails to indemnify, defend, protect and hold harmless Owner with respect thereto; and (b) endorse Renter's name to entitle Owner to receive insurance, credit card and debit card payments directly for any amounts owed by Renter to Owner.

**Limitation on Owner's Liability.** If Owner breaches this Agreement or the Vehicle has any mechanical failure or other failure not caused by Renter, and if Owner is liable under applicable law for such breach or Vehicle failure, then it's the Renter's responsibility to find their own replacement vehicle. Renter waives all claims for consequential, punitive and incidental damages against the Owner that might otherwise be available to Renter. Renter releases Owner from any liability to loss or delay of the following: scheduled work, scheduled events, scheduled talent, scheduled crew, other equipment rentals, food, accommodations or travel.

**Vehicle Breakdowns.** Owner will be responsible for transporting a vehicle that has a breakdown within the greater Seattle Area. ... defined as Sea-Tac, Renton to the south, Bellevue, Redmond, Kirkland to the East and Lynnwood, Edmonds to the North and West Seattle to the west. Any vehicle driven outside these areas the Renter agrees that they will pay for the vehicle to be towed back to Seattle to the Owners choice of location within Seattle and Renter also agrees to consult with the Owner Before any decision on repairs of the vehicle if its outside the Seattle area.

**Legal Matters.** This Agreement shall be construed under and governed by Washington State law, without reference to any choice of law provisions. If any legal action is taken to collect payment under or enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled. With respect to any action relating to this Agreement, Owner and Renter irrevocably submit to the exclusive jurisdiction of the courts of the State of Washington and the United States District Court having jurisdiction over King County, Washington. Owner and Renter each waive: (a) any objection to the laying of venue of any suit or action brought in any such court; (b) any claim that the suit or action has been brought in an inconvenient forum; and (c) the right to claim that court lacks jurisdiction over that party.

**Other Provisions.** No breach of this Agreement by Owner or Renter is waived by either party unless that party signs a written waiver. This Agreement is not assignable by Renter. If any provision of this Agreement is held invalid or unenforceable in whole or in part, then the validity and enforceability of the remaining provisions, or portions of them, will not be affected. Each person signing this Agreement for Renter represents and warrants that he/she is authorized to sign and deliver this Agreement for Renter and that his/her signature binds Renter to this Agreement. This Agreement contains the entire agreement of Owner and Renter with respect to the subject matter hereof, and may be signed in counterparts



## Go-4 Nuge Production Rentals LLC - Motor Home Rental Agreement

### MOTOR HOME RENTAL RATES:

#### Class A Extra Large Motor Home 41' "The Papa"

- Day Rate \$700/day ..... I agree to this rate \_\_\_\_\_ Please Initial
- Flat Rate - As agreed upon AMNT \_\_\_\_\_ Please Initial
- Half Day Rate - As agreed upon \_\_\_\_\_
- Mileage \$1.95/mile
- Internet \$90/day
- Generator \$12/hr
- Cleaning, sanitation, expendables, propane Fee: \$100 1- 2 days. \$250 3 days and over (one time charge –NOT DAILY)
- + \*\*17.2% RV Sales Tax \*\* \_\_\_\_\_ Please Initial
- **Driver Rate: Minimum Class B Union Rate Or \$450.00/day – 10 Hour Day** – Time is calculated portal to portal and base on a time card/payroll company \_\_\_\_\_ Please Initial
- **Invoice Driver Rate Fee add 25% to Driver Rate** if we are invoicing for driver rate \_\_\_\_\_ Please Initial
- **Driver time is based on portal-to-portal – time leaving to time returning.**

#### Class A Large Motor Home 39' Big Mama

- Day Rate \$600/day ..... I agree to this rate \_\_\_\_\_ Please Initial
- Half Day Rate - As agreed upon \_\_\_\_\_
- Mileage \$1.75/mile
- Generator \$10/hr
- Internet \$90/day
- Cleaning, sanitation, expendables, propane Fee: \$100 1- 2 days. \$250 3 days and over (one time charge –NOT DAILY)
- Flat Rate - As agreed upon AMNT - \_\_\_\_\_ Please Initial
- + \*\*17.2% RV Sales Tax \*\* \_\_\_\_\_ Please Initial
- **Driver Rate: Minimum Class B Union Rate Or \$450.00/day – 10 Hour Day** – Time is calculated portal to portal and base on a time card/payroll company \_\_\_\_\_ Please Initial
- **Invoice Driver Rate Fee add 25% to Driver Rate** if we are invoicing for driver rate \_\_\_\_\_ Please Initial
- **Driver time is based on portal-to-portal – time leaving to time returning.**

#### Class A Production Motor Home 38' "EZ Moho"

- Day Rate \$550/day ..... \_\_\_\_\_ Please Initial
- Half Day Rate - As agreed upon \_\_\_\_\_
- Mileage \$1.60/mile
- Generator \$8.50/hr
- Internet \$90/day
- Cleaning, sanitation, expendables, propane Fee: \$100 1- 2 days. \$250 3 days and over (one time charge –NOT DAILY)
- Flat Rate - As agreed upon AMNT - \_\_\_\_\_ Please Initial
- + \*\*17.2% RV Sales Tax \*\* \_\_\_\_\_ Please Initial
- **Driver Rate: Minimum Class B Union Rate Or \$450.00/day – 10 Hour Day** – Time is calculated portal to portal and base on a time card/payroll company \_\_\_\_\_ Please Initial
- **Invoice Driver Rate Fee add 25% to Driver Rate** if we are invoicing for driver rate \_\_\_\_\_ Please Initial



## Go-4 Nuge Production Rentals LLC - Motor Home Rental Agreement

### Class C Small Motor Home 31' "The Baby"

- Day Rate \$500/day ..... Please Initial
- Half Day Rate - As agreed upon \_\_\_\_\_
- Mileage \$1.40/mile
- Generator \$8.50/hr
- Internet \$90/day
- Cleaning, sanitation, expendable, propane: \$100.00 1- 2 days \$150.00 3 days and over (one time charge –NOT DAILY)
- Flat Rate - As agreed upon AMNT - \_\_\_\_\_ Please Initial
- + \*\*17.2% RV Sales Tax \*\* \_\_\_\_\_ Please Initial
- Driver Rate: Minimum Class B Union Rate Or \$450.00/day – 10 Hour Day – Time is calculated portal to portal and base on a time card/payroll company \_\_\_\_\_ Please Initial
- Invoice Driver Rate Fee add 25% to Driver Rate if we are invoicing for driver rate \_\_\_\_\_ Please Initial

Driver time is based on portal-to-portal – time leaving to time returning.

**\*\*If you would like to take advantage of the Washington State Sales tax exemption, we will need you to fill out the Washington State Department of Revenue film tax exemption form. You can download it from this link and please email or fax back to us:**

<http://dor.wa.gov/docs/forms/excstx/exmptfrm/motpicvidprodbusexmptcert.pdf>

### Rate Authorization

Lessee's Authorized Signature	Date
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- \$250.00 IF RETURNED SMOKED IN....I agree to this rate.... Please Initial
- \$250 MINIMUM PET FEE AND/OR EXTREME CLEANING FEE - CHARGED IF PET HAIR FOUND ON SEATS OR CARPETS....I agree to this rate \_\_\_\_\_ Please Initial